Permit #F00137839

FilmL.A., Inc.
6255 W Sunset Blvd, 12th Floor
Hollywood, CA 90028
t: (213)977-8600 - f: (213)977-8601
www.filmla.com

Summary Information

Permit No: F00137839 **Type of Permit:** FILMING **Release Date:** 05/15/2018

Production Company	HIGH NOON PRODUCTIONS
Insured Company Name	HIGH NOON PRODUCTIONS
Contact Phone No. 1	310-820-7500
Contact Phone No. 2	
Fax	
Address	3035 S PARKER ROAD, SUITE 500 DENVER, Colorado 80014
Production Title	HAUNTED GINGERBREAD SHOWDOWN
Type of Production	TV Reality

Producer	Rebecca Irwin
Director	Michael Flueck
1st AD	Theresa Newton
Production Manager	Taylor Young
FilmL.A. Coordinator	Brian Palmert
Location Manager	Tami Gruneich
Primary Phone	Mobile - (303) 872-8586
Secondary Phone	
Location Assistant	Melissa Miller
Primary Phone	Mobile - 219-798-5592
Secondary Phone	

Fees

Notification Charge	$0.00	**Total Permit Fee**	$660.00
FILMLA NON-REFUNDABLE FILM APPLICATION FEE	$660.00	**Number of Locations**	1

NOT A PERMIT

Permit #F00137839

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6255 W Sunset Blvd, 12th Floor
Hollywood, CA 90028
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Summary Information — Location

Permit Number	F00137839	**Location Manager**	Tami Gruneich
Production Company	HIGH NOON PRODUCTIONS	Primary Phone	Mobile - (303) 872-8586
Insured Company	HIGH NOON PRODUCTIONS	Secondary Phone	
Production Title	HAUNTED GINGERBREAD SHOWDOWN		

Location Address 690 Newport Center Dr, Newport Beach, CA, 92660

Location Type Hotel

Film Dates 5/15/2018 - 5/15/2018 07:00 - 21:00 1 day

Open or Closed to the Public Open

Generic Conditions
All vehicles must be parked on private property
Must comply with attached conditions
No interference with vehicular or pedestrian traffic

Please see attached documents
High Noon Productions - SIGNED Location Release 5-14-2018.pdf
High Noon Productions - SIGNED Entry Permit 5-14-2018.pdf
Newport Beach Permit Conditions.pdf

Equipment on Location

Type	Quantity
Cast/Crew vehicles	2
Cube Trucks	1

Personnel on Location

Type	Quantity
Cast	1
Crew	6

Filming Activities Camera in car; Driving shots with the flow of traffic; Equipment on property; Interior Dialogue; B-ROLL of exteriors of Fashion Island Hotel ; All on property;

Jurisdiction **Political:** Newport Beach **Police:** Newport Beach Police Department **Fire:** Newport Beach Fire Department

Approvals NEWPORT BEACH — Cynthia Shintani

Parking

Base Camp
Location Type : Filming Location

Parking Notes
All on property

Crew Parking
Location Type : Filming Location

NOT A PERMIT

LOCATION RELEASE

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner (as listed below) hereby grants permission to High Noon Productions, LLC and its parent, subsidiaries, licensees, successors, designees, and assigns (collectively, "Producer") to use in connection with the production of the Scripps Networks Interactive program tentatively entitled "Haunted Gingerbread Showdown" ("Program"), , the premises situated at and more particularly described below (collectively, the "Premises"):

Pastry kitchen within Fashion Island Hotel located at 690 Newport Center Drive, Newport Beach, CA 92660, and additional public areas of Hotel that are approved by Company.

Owner agrees that Producer shall have the right to enter upon the Premises to create and capture audiovisual, audio-only, visual-only, and literary works, including the production of video and/or audio tapes, photographs, films, and/or recordings of, and on, the Premises and of any materials provided by me (the "Recordings") by any method of recording and to incorporate in the Recordings exteriors and interiors of any structures, real, intellectual, or personal property, and signs on or in the Premises (collectively, the "Structures"), as well as any names, logos, artwork and verbiage contained on or in such Structures, and the right to refer to the Premises by its legal or commonly recognized name and address. Owner grants Producer the right to enter and exit, and to place and remove all necessary facilities and equipment on the Premises. Owner agrees that no consideration shall be due to Owner for the use of the Premises or the execution of this Location Release, and Producer shall not be obligated to pay Owner or any third party any consideration whatsoever, regardless of the time or method of any use of the Recordings.

Owner agrees that Producer, or Producer's agents and assigns, shall forever own all rights, including copyright, in the Recordings and the results and proceeds of such Recordings, and shall have the irrevocable right to use, and license others to use and sublicense, the Recordings in whole or in part, an unlimited number of times, in perpetuity, in all languages, in all media whether now known or hereafter devised, anywhere in the Universe in connection with all forms of exploitation, including advertising, sale, promotion, marketing, merchandising, and distribution of the Program, related products, other programs and services. Producer shall have the right to edit, delete and fictionalize the Recordings in any manner or form, and Owner waives any right to inspect or approve of any use of the Recordings, including droit moral rights, if any.

Owner hereby releases, discharges, and holds harmless Producer from all claims, demands, or causes of action that Owner may have, including without limitation, claims based upon defamation, negligence, commercial disparagement, invasion of privacy, trespass, or any other claims arising from the creation of or use of the Recordings or Owner's participation in the Program or the production of the Program. Producer agrees to hold harmless and indemnify Owner from all claims, demands, or causes of action based upon personal injuries, death, or physical property damage (other than normal wear and tear) resulting directly from Producer's gross negligence in connection with Producer's use of the Premises.

Owner represents and warrants that Owner is the sole owner (or Owner's authorized representative) or the sole lessee (or lessee's authorized representative) of the Premises and the consent of no other person or entity is necessary to grant the rights hereunder. Owner recognizes that Producer is relying on Owner's representations and warranties and the rights granted by Owner in this Location Release, and Owner's breach thereof would cause Producer irreparable injury and damage that cannot be reasonably or adequately compensated by damages in an action at law; therefore, Owner hereby expressly agrees that Producer shall be entitled to injunctive and other equitable relief to prevent and/or cure any breach or threatened breach of this Location Release by Owner. Owner waives the right to revoke, and any right to injunctive or other equitable relief, which Owner may have in connection with this Location Release.

Producer is not obligated to actually use the Premises, exploit the Recordings, or produce the Program. Producer may assign its rights in the Recordings and/or the Program, in whole or in part, to any individual or entity, without restriction. This Location Release, along with the Entry Permit, which is hereby incorporated by reference herein, represents the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein. Notwithstanding anything herein to the contrary, this Location Release shall not be effective until Producer executes the attached Entry Permit and delivers it to Owner. Notwithstanding anything herein to the contrary, this Location Release shall not be effective until Producer executes the attached Entry Permit and delivers it to Owner.

AGREED TO AND ACCEPTED:
Island Hotel Finance LLC, a Delaware limited liability company

Signature: _____

John Doane
S.V.P., Admin. & Operations

Ralph Grippo
President,
Resort Properties

Date: 5/14/2018

Mailing Address: 550 Newport Center Dr.
Newport Beach, CA 92660

FASHION ISLAND HOTEL FINANCE LLC
690 Newport Center Drive
Newport Beach, CA 92660

ENTRY PERMIT
(Developed Area)

$0 Deposit
$0 Entry Permit Fee

ISSUED TO: HIGH NOON PRODUCTIONS, LLC
3035 S. Parker Rd., Suite 500
Denver, CO 80014-2926
Attention: Kate Kenny / Rebecca Irwin

Permission is hereby given to you (hereinafter referred to as "**Permittee**") to enter upon the property of ISLAND HOTEL FINANCE LLC, a Delaware limited liability company (the "**Company**") and its affiliated companies, subject to the following conditions:

1. **AREA:** This Entry Permit ("**Permit**") is limited to the area located at: Pastry kitchen within Fashion Island Hotel located at 690 Newport Center Drive, Newport Beach, CA 92660, and additional public areas of Hotel that are approved by Company (the "**Property**").

2. **PURPOSE:** The permission to enter issued hereunder is nonexclusive and is limited to the following purpose(s): photographing, filming and recording (including, without limitation, sound recordings) certain scenes for use in connection with the production of the Scripps Networks Interactive program tentatively entitled "Haunted Gingerbread Showdown".

3. **TERM:** Subject to the provisions for early termination contained in Section 5 below, this Permit is for 9:00 a.m. to 9:00 p.m., May 15, 2018.

4. **NUMBER OF PERSONS AND VEHICLES:** Only authorized representatives and invitees of Permittee (up to a maximum total of 6 persons and 5 passenger vehicles at any one time) are granted the right to enter the Property during the term of this Permit.

5. **EFFECTIVENESS, TERMINATION AND SUSPENSION:** This Permit shall not be effective until (a) a counterpart executed on behalf of both Company and Permittee is delivered by both Parties; and (b) the evidence of insurance required below is delivered to and approved by Company. Permittee agrees that it shall cause its employees, representatives and invitees to refrain from entering upon the Property until the foregoing requirements have been met. This Permit may be terminated at any time by Company by notice to any person on the Property pursuant to this Permit or by notice to Permittee at the above address. The notice of termination need not be in writing. In addition, Company may suspend some or all of Permittee's activities on the Property until Permittee has cured any breach hereunder. Notwithstanding the foregoing, in the event of termination of this agreement, the rights to the recordings Permittee made on the Property shall remain the property of Permittee.

6. **NO DUTY TO WARN.** Company has no duty to inspect the Property and no duty to warn Permittee or any person of any latent or patent defect, condition or risk that might be encountered or incurred in entering the Property. Permittee has inspected or will inspect the Property and hereby accepts the condition of the Property "AS IS." Permittee acknowledges that neither Company nor any employee, agent or representative of Company has made representations or warranties concerning the condition of the Property. All persons entering the Property under this Permit do so at their own risk.

7. **PERMITTEE'S RESPONSIBILITIES:** Permittee's rights under this Permit are and shall be subject to, and Permittee shall comply with and cause its employees, officers, consultants, agents, representatives, invitees and anyone

entering under this Permit (collectively "**Permittee's Representatives**") to comply with the following:

(a) **Personal Supervision.** Each person entering upon the Property shall be considered at all times to be acting as an agent of Permittee and shall be continuously under the personal supervision and control of Kate Kenny, Executive Producer or Rebecca Irwin, Associate Producer and shall comply with all applicable laws and ordinances related to such entry.

(b) **Compliance with Standard Entry Conditions.** Each person entering upon the Property under this Permit shall comply with the Standard Entry Conditions specified on **Exhibit B**.

(c) **Compliance with Special Conditions.** Each person entering upon the Property under this Permit shall comply with the Special Conditions specified on **Exhibit C**.

(d) **Damage to Company's Property.** Permittee shall be liable for and shall pay to Company the cost of any damage of any kind whatsoever to any property of Company or its affiliates, including loss of use thereof, arising from or in any way related to (i) the acts or omissions of Permittee or Permittee's Representatives, or (ii) any breach by Permittee of any of its obligations under this Permit except for the portion, if any, of any of the foregoing which are held by a court of competent jurisdiction to have been caused solely by the gross negligence or willful misconduct of Company. Neither Permittee nor any of Permittee's Representatives shall remove any property of any type from the Property without the express prior written consent of Company.

(e) **Third Party Property Damage or Personal Injury.** Company and the other "Indemnitees" (described below) shall not be liable for any damage of any kind whatsoever to any property belonging to or used by Permittee or any persons entering upon the Property under this Permit, including loss of use of any such property, or for any injury of any kind whatsoever to any person entering upon the Property under this Permit, arising from any cause whatsoever, and Permittee hereby waives all claims and demands relating thereto. Permittee shall be solely responsible for the safety and security of all persons entering the Property pursuant to this Permit, together with all vehicles parked on the Property, and Permittee hereby releases Company and the other Indemnitees (as defined below) from all liabilities and obligations in connection therewith.

(g) **Indemnification**. Permittee shall, to the fullest extent permitted by law, indemnify, defend and hold Company, Irvine Management Company, and any person controlling, controlled by or under common control with each such entity, together with their respective owners, shareholders, partners, members, divisions, officers, directors, employees, representatives and agents, and all of their respective successors and assigns (collectively, the "**Indemnitees**") harmless from and against any and all claims, losses, liabilities, costs and expenses, including attorneys' fees (collectively, the "**Claims**") whether incurred by or made against any Indemnitee, for damage to real, personal, tangible or intangible property, including loss of use of any such property, and all Claims for bodily injury, sickness, disease or death of any person, arising from or in any way related to (i) any act, omission or entry upon the Property or other activity under this Permit by Permittee or Permittee's Representatives (including but not limited to any Claim by any insurance company which has paid a claim and is subrogated to the rights of the claimant), and (ii) any breach by Permittee of its obligations under this Permit; provided, however, that no Indemnitee shall be entitled to indemnification hereunder for the portion, if any, of any Claim which is determined by a court of competent jurisdiction to have been caused solely by the gross negligence or willful misconduct of such Indemnitee. Payment shall not be a condition precedent to recovery under such indemnification, and a finding of liability or an obligation to indemnify shall not be a condition precedent to the duty to defend.

(h) **Insurance.** Prior to any entry under this Permit, Permittee must obtain the types and levels of insurance specified below with insurance carriers acceptable to Company. As evidence of insurance coverage, Permittee shall deliver (a) certificates of insurance issued by Permittee's insurance carrier showing such policies in force for the period of the entry, (b) an endorsement to the Comprehensive or Commercial General Liability Insurance policy, in form acceptable to Company, Company, Irvine Management Company, and any person controlling, controlled by or under common control with each such entity, together with their respective owners, shareholders, partners, members, divisions, officers, directors, employees, representatives and agents, and all of their respective successors and assigns as additional insureds, (c) an endorsement to the Workers' Compensation Insurance policy, in form acceptable to Company, containing a waiver of subrogation by the insurance carrier with respect to the additional insureds, and (d) an endorsement to each policy, in form acceptable to Company, providing that the insurance coverage

is primary and any insurance or self-insurance maintained by the additional insureds is excess and noncontributing. Permittee shall also, upon request by Company, deliver to Company copies of the policies of insurance. Each certificate of insurance shall provide that such policy shall not be subject to cancellation or non-renewal without thirty (30) days prior written notice delivered to Company. Company will not be responsible for any costs of premiums or other charges for any insurance, endorsements or certificates required hereunder. The required coverages are:

i. **Auto Liability Insurance.** Automobile liability insurance (including owned, hired and non-owned automobile) on an "occurrence" basis, with deductibles reasonably acceptable to Company, covering all automobiles, trucks and other motor vehicles used in connection with activities under this Permit, with a combined single limit for bodily injury and property damage of One Million Dollars ($1,000,000) or limit carried, whichever is greater.

ii. **Comprehensive or Commercial General Liability Insurance**. Comprehensive or Commercial General Liability Insurance on an "occurrence" basis, with deductibles reasonably acceptable to Company, in an amount not less than Two Million Dollars ($2,000,000), or limit carried, whichever is greater. If the Permittee or its employees will perform work while on or which affects the Property, such insurance must include coverage for operations, independent contractors, completed operations, contractual liability, broad form property damage, severability of interest and cross-liability clauses, personal injury and explosion, collapse and underground hazards. The limits of liability specified in this section may be provided by any combination of primary and excess liability insurance policies.

iii. **Workers' Compensation Insurance**. If Permittee has employees who will be working while on the Property, Workers' Compensation Insurance, including employer's liability at a minimum limit of One Million Dollars ($1,000,000) for all persons whom it employs in carrying out activities under this Permit. Such insurance shall be in strict conformance with the requirements of the most current and applicable Workers' Compensation Laws in effect during the term of this Permit.

(i) **Duty to Disclose.** Permittee shall give Company immediate notice of any violation or potential violation of any applicable governmental laws or regulations or other requirement of this Permit.

(j) **Confidentiality.** Any information, ideas, photographic materials, employee or customer information, and other documents and materials provided to Permittee ("**Confidential Information**") by or on behalf of Company, in connection with this Permit, are the exclusive property of Company and strictly confidential and shall not be used or discussed by Permittee in any manner, except as required to complete the purposes set forth in Paragraph 2 above or as required to comply with applicable law. Permittee shall use reasonable and appropriate technical, organizational and physical measures to protect Confidential Information against destruction, loss or unauthorized access, use or disclosure. In the event of an incident at the Property, Company shall be the spokesperson to disclose any and all information to the news media pertaining to such incident. In no event shall Permittee disclose any information concerning the Property or incident to the news media. Unless Permittee obtains Company's prior written permission to do so, (i) Permittee shall not publicize or disclose to any third party (except to employees and consultants of Permittee to the extent reasonably necessary to operate Permittee's business or to complete the purposes set forth in Paragraph 2 above) the fact that Company and Permittee have executed this Permit or the details of same, and (ii) Permittee shall not use Company's name or any name or image of the Property or of any of Company's (or its affiliate's) projects or properties for any purpose, including without limitation, in connection with Permittee's publicity, marketing or business pursuits. Permittee shall immediately notify Company of any actual or suspected destruction, loss or unauthorized access, use or disclosure of Confidential Information of which Permittee becomes aware. Permittee shall ensure that all of persons entering the Property in connection with this Permit agree to and abide by the foregoing.

8. **ENTRY FEE**. There shall be no entry fee charged to Permittee for the use of the Property under this Permit.

9. **DEPOSIT**. There shall be no deposit required of Permittee in connection with this Permit.

10. **ASSIGNMENT.** Permittee's rights under this Permit shall not be assigned, nor shall Permittee have the right to sublicense any part of the Property, and any attempted assignment or sublicense shall be void and of no effect, except that Permittee may assign the rights in and to the recordings Permittee made on the Property.

11. **PERMIT CLOSURE.** Upon completion of the activities authorized under this Permit, Permittee shall certify to Company on the Permit Closure Form attached hereto as **Exhibit D** that the Property has been cleaned and restored to its original condition (except as such condition may have been changed pursuant to this Permit) and that all terms of this Permit, including the Standard Entry Conditions and Special Conditions, have been met. Permittee shall provide the completed Permit Closure Form to Company upon completion of the activities permitted under this Permit.

12. **ATTORNEYS' FEES.** In the event of any legal action to enforce the rights or remedies of either party to this Permit, the prevailing party shall be entitled to recover its costs and expenses (including attorneys' fees) of such action.

13. **AUTHORIZATION TO SIGN.** The person executing this Permit on behalf of Permittee represents and warrants that he/she is duly authorized to execute same and that Permittee is bound by the terms and conditions hereof.

14. **MISCELLANEOUS.** The obligations and liabilities of Permittee under this Permit shall survive the termination or expiration of this Permit, and shall not be affected by or diminished in any way by the existence (or lack thereof) of other entry permits or entry agreements covering all or a portion of the Property. All powers, rights or remedies of the parties to this Permit shall be cumulative with, and not exclusive of, any powers, rights or remedies otherwise available at law or in equity.

15. **ENTIRE AGREEMENT.** This Permit constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations and understanding of the parties hereto, oral or written, are hereby superseded and merger herein. No supplement, modification or amendment of this Permit shall be binding unless in writing and executed by the parties hereto. No waiver of any of the provisions of this Permit shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

16. **GOVERNING LAW.** This Permit shall be construed in accordance with, and governed by, the laws of the State of California.

17. **HEADINGS.** The headings of this Permit are for purposes of reference only and shall not limit or define the meaning of the provisions of this Permit.

18. **COUNTERPARTS; DIGITAL SIGNATURES.** This Permit may be executed in one or more counterparts, each of which shall constitute an original and all of which shall be one and the same agreement. The parties agree to accept a digital image (including but not limited to an image in the form of a PDF, JPEG, GIF file, or other e-signature) of this document, if applicable, reflecting the execution of the parties, as a true and correct original.

19. **OTHER QUESTIONS.** If Permittee has any other questions with respect to this permit, Permittee should contact Michelle Johnson, Director, Operations at (949) 720.3414 or Michael Lorenz, S.V.P., Sales and Marketing at (949)720.2994.

[***Signature Page Follows***]

AFFIDAVIT

[*Signature Page to Permit*]

IN WITNESS WHEREOF, Company and Permittee have entered into this Permit as of the 14th day of May, 2018.

"PERMITTEE"

HIGH NOON PRODUCTIONS, LLC,
a Colorado limited liability company

By: _____

Title: _____

By: _____

Title: _____

Note: Unless otherwise approved by Company, contracts entered into by a corporation or Limited Liability Company must be signed by the Chairman, President or a Vice President on one line and by the Secretary, an Assistant Secretary, the CFO or an Assistant Treasurer on the other line.

"COMPANY"

ISLAND HOTEL FINANCE LLC,
a Delaware limited liability company

By: _____
John Doane
S.V.P., Administration & Operations

By: _____
Ralph Grippo
President, Resort Properties

YELLOW PAD

EXHIBIT A

[intentionally omitted]

NOT A PERMIT

EXHIBIT B

STANDARD ENTRY CONDITIONS

1. **COPY OF PERMIT.** Permittee must carry a copy of this Permit at all times while on the Property.

2. **CONDITION OF PROPERTY.** Permittee is advised that the Property is being used in its "AS IS" condition as of the date of entry onto the Property.

3. **PERMITTEE'S ACTIVITIES; COMPLIANCE WITH RULES.** Permittee shall perform its activities on the Property in a safe manner and in accordance with all applicable governmental and other laws, rules and regulations. Each person entering upon the Property under this Permit shall not light any fires nor carry any weapons or firearms onto the Property or any other property of The Irvine Company LLC or its affiliates, and shall otherwise comply with all applicable laws, ordinances and regulations and any and all instructions and directions of the authorized agents of Company. In addition, such person shall comply with all terms and provisions of this Permit, including the Standard Entry Conditions and the Special Conditions.

4. **TRAFFIC CONTROL.** Permittee shall be responsible for all county and city traffic controls related to ingress and egress from the Property.

5. **FOOD; ALCOHOLIC BEVERAGES.** No person entering upon the Property pursuant to this Entry Permit shall provide, through sale of or otherwise, any tickets, food, beverages, or other items to anyone who is not directly affiliated with, or a personal guest of members of Permittee unless otherwise specifically provided for under this Entry Permit. Further, no person entering the Property under this Permit shall sell, serve, distribute or give any alcoholic beverages to ANYONE unless specifically agreed in writing by Company and, where agreed, proper evidence of liquor liability insurance has been received by Company.

6. **COOPERATION.** Permittee shall cooperate with all other contractors and other authorized personnel working within the Property (e.g., maintain through access, etc.)

7. **CONTROL OF INVITEES.** Permittee shall control the activities of its invitees for the activities permitted under this Permit in order to prevent trespass by any invitees onto land adjacent to the Property.

8. **SIGNAGE.** All signs which Permittee desires to use in connection with the activities permitted hereunder shall first be approved by Company prior to Permittee's posting of any signs on the Property.

9. **PERMITS.** Permittee is responsible for obtaining all permits required to perform the activities permitted under this Permit.

10. **FIRE RESTRICTIONS.** Permittee is required to do everything reasonably possible to prevent fires in the conduct of its activities.

11. **HAZARDOUS MATERIALS.** No "hazardous or toxic wastes, substances or materials," as such terms are or may from time to time be defined by Federal, state, county or municipal laws, ordinances, orders or regulations applicable to the use and enjoyment of the Property (which regulated materials are collectively hereinafter referred to as "Hazardous Materials") shall be placed or used or allowed to be placed or used on the Property by Permittee or Permittee's Representatives. In the event any Hazardous Materials are discovered or known to exist on the Property or in the groundwater beneath the Property or otherwise to have escaped or emanated from the Property as a result of the activities of Permittee or Permittee's Representatives, Permittee shall at its cost diligently arrange for and complete the immediate removal thereof and all clean-up and remedial measures ordered by any applicable governmental agency. Permittee shall promptly report to Company in writing any unusual or potentially important "incidents" involving Hazardous Materials, including spills, fires, revocation of permits and receipts of notices of violation. In particular, "incidents" include (a) all required reports of spills, storage, use or existence of Hazardous Materials, including notices of any release of Hazardous Materials required by Superfund, EPCRA, California Health & Safety Code Section

25359.7, or any other applicable law or regulation (b) all fires, (c) all notices of suspension of any permits, (d) all notices of violation from Federal, state or local authorities, (e) all orders under the Hazardous Waste Control Act and the Hazardous Substance and Account Act, and the corresponding Federal statutes concerning investigations, compliance schedules, clean-up or other remedial action, (f) all orders under the Porter-Cologne Act, including corrective action orders, cease and desist orders, and clean-up and abatement orders, (g) any notices of violation from OSHA or Cal-OSHA concerning employees' exposure to Hazardous Materials, and (h) all complaints and other pleadings filed against Permittee or Permittee's Representatives related to the use, storage, disposal or release of Hazardous Materials on or from the Property. Without limiting any indemnification provision in the Permit, Permittee expressly agrees to defend, indemnify and hold the Indemnitees (as defined in the Permit) harmless from all losses, liabilities, damages, fines, penalties, costs (including clean-up costs) and expenses (including attorneys' fees) arising from or caused by Permittee's failure to comply with the provisions of this paragraph. Such obligation to defend, indemnify and hold harmless shall survive the termination or expiration of this Permit.

12. **LIENS.** Permittee shall not suffer or permit to be enforced against the Property, or any part thereof, any mechanics', materialmen's, contractors' or subcontractors liens or any claim for damage arising from the work of any construction, excavation, survey, tests, grading, repair, restoration, replacement or improvement, or any other work, performed by Permittee or its Representatives, but Permittee shall pay or cause to be paid all of said liens, claims or demands before any action is brought to enforce the same against the Property. Permittee expressly agrees to indemnify, defend or hold harmless the Indemnitees and the Property free from all liability for any and all such liens, claims and demands, together with reasonable attorneys' fees and all costs and expenses in connection therewith. Notwithstanding anything to the contrary set forth above, if Permittee shall in good faith contest the validity of any such lien, claim or demand, then Permittee shall, at its expense, defend itself and the Indemnitees against the same and shall pay and satisfy any adverse judgment that may be rendered thereon before any enforcement thereof against the Indemnitees or the Property, but only upon the condition that if Company shall so require, Permittee shall procure and record or furnish to Company a surety bond or other acceptable security satisfactory to Company in an amount at least equal to such contested lien, claim or demand indemnifying the Indemnitees against liability for the same, and holding the Property free from the effect of any such lien or claim. Company reserves the right at any time and from time to time to post and maintain on the Property, or any portion thereof or improvement thereon, such notices of nonresponsibility or otherwise as may be necessary to protect the Indemnitees against liability for all such liens and claims.

13. **NOISE.** While on the Property, Permittee shall comply with all applicable laws, ordinances, rules and regulations respecting sound control and noise levels, and shall be responsible for controlling noise arising from its operations under this Permit.

14. **NUISANCE.** Permittee shall conduct all activities under this permit in such a manner so that no public nuisance affecting persons or property on or in the vicinity of the Property results from Permittee's activities. Permittee is responsible for monitoring and controlling the activities of all Permittee Representatives and invitees on and in the vicinity of the Property so as to prevent any public nuisance from Permittee's activities.

15. **TRASH REMOVAL.** Permittee shall clean trash related to its entry on the Property and surrounding areas during and after the activity permitted under this Permit so that the Property maintains a neat appearance at all times.

16. **RESTORATION OF PROPERTY.** Upon expiration or earlier termination of this Permit, Permittee shall clean and restore the Property in connection with any damage arising out of its entry under this Permit.

17. **DRONE USE.** Prior to use of any Unmanned Aircraft Systems (each, a "Drone") and in addition to the provisions of this Entry Permit, Permittee must execute and comply with Company's Drone Use Rules and Regulations.

EXHIBIT C

SPECIAL CONDITIONS

Permittee acknowledges the following special conditions on the site where its activities will take place; in the event of conflict with any other provision in this Entry Permit, the terms below shall control:

1. Final Footage. No images, video or sound recordings of the Property ("**Recordings**") shall be displayed publically or provided to third parties without Company's final review and approval thereof in each instance.
2. Additional Items. No additional actors, actresses, props or decorations shall be brought onto the Property or included in the Recordings without Company's review and approval.
3. Escort. A representative of Company shall escort Permittee and Permittee's Representatives at all times while on the Property.
4. Individual Consents. This Permit only authorizes the entry onto the Property and the approved Recordings of the Property. Permittee shall obtain separate consent from the applicable person of any Recordings of such person that is included in the Recordings.
5. Code of Conduct. Permittee and Permittee's Representatives shall (i) act in a polite and professional manner during the course of performing the Purpose described in Section 2 of the Permit or when on or about the Property, (ii) exercise due care to protect all portions of the Property, (iii) perform the Purpose in such a manner as not to interfere with the use and occupation of the Property by Company and its guests and its and their agents, employees and invitees, and (iv) comply with such reasonable rules and directions as may be issued or given by Company.

TEMPLATE

EXHIBIT D

PERMIT CLOSURE FORM

To: Gerard Widder, General Manager

Permit No.: IH-2018-0001

In accordance with the terms of the above-referenced Entry Permit, Permittee hereby confirms that it has completed its activities under the Entry Permit and makes the following representations to Company:

Permittee Response		Permittee Representation	Permittee's Initials
Yes	No	Permittee has removed all of its materials, equipment, trash or debris from the Property.	_____
Yes	No	All terms of the Entry Permit, including the Standard Entry Conditions and Special Conditions thereof, have been met by Permittee.	_____

Date of Completion of Activities: _____

Permittee: High Noon Productions, LLC

By: _____ Date: _____

Title: _____

FINAL

NEWPORT BEACH PERMIT CONDITIONS

- The conduct of such activity will not unduly interfere with traffic or pedestrian movement, or tend to interfere with or endanger the public peace or rights of nearby residents to the quiet, peaceable and unmolested enjoyment of their property, or otherwise be detrimental to the public peace, health, safety or general welfare.

- The conduct of such activity will not unduly interfere with normal governmental or City operations, threaten to result in damage or detriment to public property, or result in the City incurring costs or expenditures in either money or personnel not reimbursed in advance by the applicant.

- The conduct of such activity will not constitute a fire hazard, and all proper safety precautions will be taken.

- The conduct of such activity will not require the diversion of so great number of police officers of the City to properly police the area of such activity as to interfere with normal police protection.

- Permittee shall indemnify, defend and hold harmless City, its elected and appointed officers, employees, agents, representatives, the City Council, boards and commissions ("Indemnified Parties") with respect to any loss, liability, injury or damage that arises out of, or is in any way related to, the acts or omissions of Permittee, his or her employees, representatives, officers and agents in the course of Permittee's event/activity; however, Permittee shall not be required to indemnify City from any claim arising from the sole negligence or willful misconduct of the Indemnified Parties.

- The Finance Director or his designee may revoke this permit issued for any of the following reasons:
    - The permittee has ceased to meet the requirements and provisions for issuance of permit;
    - The applicant gave materially false, fraudulent or misleading information on the application;
    - The production is declared to constitute a public nuisance and, as such, may be abated or enjoined from further operation.

- No person shall use or allow to be used the official seal of the City of Newport Beach, or any cut, facsimile, or reproduction of said seal, or make or use any design which is an imitation of said seal or of the design thereof, or which may be mistaken for the seal of this City or the design thereof, for malicious or commercial purposes, or for any purpose other than for City purposes of any officer, board or department thereof, without the express consent of the City of Newport Beach.

- Production is permitted to shoot only at the location(s) listed on the permit. No other production or filming has been approved by the Finance Department.

NOT A PERMIT

- Production may not film on any private property without consent of the owner.
- Production may not film or photograph any member of the public or private property without permission of the person or owner.
- Production does not have any exclusive use of any of the above locations, including streets, alleys, beach or ocean. All locations will remain open to the public at all times.
- Production may not possess or consume alcohol and smoking is prohibited within City parks and beaches.
- Production may not interfere with the public peaceful enjoyment of the public and or surrounding neighborhoods.
- Production is not permitted to shoot within any City parks without a permit issued by Newport Beach Recreation and Senior Services.
- Production All vehicles including but not limited to large vehicles and or cube trucks must abide by all parking signs and may not impede any streets or sidewalks. All vehicles must be parked legally and all parking fees must be paid**.** For any vehicles that have not been approved through a Temporary Street Closure permit parking is on a first come first served basis.
- Production must not block storefronts, streets, driveways, pier, access, emergency access or business locations with any production equipment or crew.
- Production shall conduct operations in an orderly fashion with continuous attention to the storage of equipment not in use. The area used shall be cleaned of trash and debris upon completion of shooting and restored to the original condition before leaving the site.
- Production is to follow all lawful orders from Fire, Lifeguards, Police Department and any other City representatives.
- Production must have permission from the property manager and or Homeowners Association if any production occurs within these types of housing or location areas. Production must abide by all conditions set forth by the property manager and or Homeowners Association.

NOT A PERMIT